

**SERVICES AGREEMENT BETWEEN THE CONVENTION CENTER AUTHORITY  
OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND**

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This contract, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013, is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and \_\_\_\_\_ ("Contractor"), a corporation registered to do business under the laws of Tennessee. (The Convention Center Authority and the Contractor are collectively referred to herein as the "Parties").

This contract consists of the following documents (incorporated by reference):

- This contract document and attached affidavit and exhibits:
  - Exhibit A – Contractor Responsibilities
  - Exhibit B – Compensation and Pricing
  - Exhibit C – Affidavit
  - Exhibit D – Insurance Policies and Proof of Insurance;
  - Exhibit E - SMWBE Approval Letters/Certifications
- The solicitation documentation, including Request for Proposal # ("RFP");
- Contractor's response to solicitation and RFP; and
- Procurement Nondiscrimination Program forms.

In the event of conflicting provisions, all documents shall be construed in the order listed above (starting with the contract document and attached affidavit and exhibits).

**WITNESSETH**

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, to be located at 201 Fifth Avenue, South, Nashville, Tennessee 37203, including approximately 353,000 square feet of exhibition space, approximately 75,000 square feet of ballroom space (consisting of a 57,500 square foot grand ballroom and an 17,900 square foot junior ballroom), 60 meeting rooms with approximately 102,000 square feet in total, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5<sup>th</sup> Avenue with 19,000 square feet of space and the other at the corner of 8<sup>th</sup> Avenue and Demonbreun with over 16,500 square feet of space), 31 loading docks, and approximately 2,200 square feet of retail space ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, pursuant to its procurement policy, the Convention Center Authority issued the RFP for \_\_\_\_\_ for the Music City Center;

WHEREAS, Contractor is in the business of providing \_\_\_\_\_ for convention centers and/or other public gathering places and, as a result, responded to the RFP;

WHEREAS, the Convention Center Authority has determined that it is in its best interest to request that Contractor provide certain \_\_\_\_\_ for the Music City Center, as further set forth herein;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Convention Center Authority and Contractor hereby agree as follows:

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide professional, competitively priced \_\_\_\_\_ within the Music City Center that would be equivalent to services provided in tier one convention centers and hotels. Contractor agrees, throughout the term of the contract, to adhere to the duties, responsibilities and standards, set forth on Exhibit A (Contractor Responsibilities).
2. **Term.**
  - 2.1. The term of this contract will begin on the date this contract is signed by all required parties. The Convention Center Authority contemplates that the contract term will begin upon the date of the Convention Center Authority's signature ("beginning date"). Unless terminated as set forth herein, the initial contract term will end thirty-six (36) months from the beginning date.
  - 2.2. This contract may be extended by contract amendment. The option to extend shall be exercised by and in the discretion of the Convention Center Authority. In no event shall the term of this contract, including extensions, exceed twenty-four (24) months from the end of the initial term.
3. **Compensation.** Contractor agrees to provide and the Convention Center Authority agrees to purchase the following good and services: \_\_\_\_\_
  - 3.1. Contractor shall be paid as work is completed and the Convention Center Authority is accordingly invoiced. There will be no other charges or fees for the performance of this contract.
  - 3.2. The Convention Center Authority will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Convention Center Authority will make reasonable efforts to make payments to Small Businesses within fifteen (15) days of receipt of invoice but in any event shall make payment within sixty (60) days.
4. **Taxes.** The Convention Center Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Convention Center Authority.
5. **Copyright, Trademark, Service Mark, or Patent Infringement.**
  - 5.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Convention Center Authority to the extent that it is based on a claim that the products or services furnished by Contractor infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and

- hold harmless the Convention Center Authority against any award of damages and costs made against the Convention Center Authority by a final judgment of a court of last resort in any such suit. The Convention Center Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. The Convention Center Authority reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Convention Center Authority unless approved by the Convention Center Authority.
- 5.2. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
- 5.2.1. Procure for the Convention Center Authority the right to continue using the products or services.
  - 5.2.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Convention Center Authority, so that they become non-infringing.
  - 5.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
  - 5.2.4. Provided, however, that Contractor will not exercise option 5.2.3. until Contractor and the Convention Center Authority have determined that options 5.2.1. and 5.2.2. are impractical.
- 5.3. Contractor shall have no liability to the Convention Center Authority, however, if any such infringement or claim thereof is based upon or arises out of:
- 5.3.1. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
  - 5.3.2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
  - 5.3.3. The claimed infringement in which the Convention Center Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

## 6. **Termination.**

- 6.1. *Breach.* Should a party fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the - defaulting party shall have the right to immediately terminate the contract if the defaulting party does not cure such breach within thirty (30) days of the date it

receives written notice from the non-defaulting party reasonably specifying such breach. Such termination shall not relieve Contractor of any liability to the Convention Center Authority for damages sustained by virtue of any breach by Contractor.

6.2. *Notice.* The Convention Center Authority may terminate this contract at any time and for any reason upon thirty (30) days written notice to Contractor. Should the Convention Center Authority terminate this contract, Contractor shall immediately cease work and deliver to the Convention Center Authority all completed or partially completed satisfactory work.

7. **Maintenance of Records.** Contractor shall maintain documentation for all charges against the Convention Center Authority and for the services provided hereunder. The books, records, and documents of Contractor, insofar as they relate to work performed, or money received, under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the Convention Center Authority or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this section is a material breach of this contract.

All documents and supporting materials related in any manner whatsoever to the contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to the Convention Center Authority for inspection and copying upon written request from the Convention Center Authority. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from the Convention Center Authority. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Contractor and subcontractors.

8. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the Convention Center Authority, the Metropolitan Government Department of Finance, the Division of Internal Audit, or their duly appointed representatives.
9. **Convention Center Authority Property.** Any Convention Center Authority property, including but not limited to books, records, documents, drawings, submittals and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Convention Center Authority by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be the Convention Center Authority property. The Contractor may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the Contractor use, or permit to be used, any portion of the documents on other projects without the Convention Center Authority's prior written authorization

10. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws or the Convention Center Authority's Procurement Policy, as applicable.
11. **Partnership/Joint Venture.** This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this section. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.
13. **Employment and Nondiscrimination.** It is the policy of Convention Center Authority that any person or contractor furnishing supplies or services to Convention Center Authority, and to which any funds of Convention Center Authority are expended, shall establish equal employment opportunities for all individuals so that no individual shall be excluded from employment by such person because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities, including the posting of any applicable, legally-required notices. With regard to all aspects of this contract, Contractor certifies and warrants that it shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Small Business and Procurement Nondiscrimination Program Requirements.**
  - 14.1. The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation of the Convention Center Authority.
  - 14.2. Contractor shall subcontract work on an annual basis to certain small businesses or MWBEs as follows:
  - 14.3. Prior to commencement of services, Contractor shall furnish the Convention Center Authority with evidence of the small business and/or MWBE status of \_\_\_\_\_ in a form approved and certified by the Convention Center Authority or other agreed organizations that certify such business and MWBE enterprises acceptable to the Convention Center Authority.
  - 14.4. If during the term of this contract, Contractor fails to maintain the level of small business participation committed to herein (utilizing small businesses or MWBEs for

branded merchandise), fails to provide evidence of the small business and/or MWBE status as required by Section 14.3, or if any material representation made in Contractor's proposal concerning any subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business or MWBE is shown to be false, the Convention Center Authority may, at its sole option and in addition to any other remedies available under this contract, at law or in equity, terminate this contract. Further, in the event that the Convention Center Authority terminates this contract, Contractor shall pay the Convention Center Authority's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. In addition, the Convention Center Authority may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by the Convention Center Authority as a result of Contractor's failure to maintain the level of small business and MWBE participation committed to herein.

14.5. Contractor is required to make good faith efforts to replace a small business or MWBE subcontractor that is terminated or has otherwise failed to complete its work with another certified small business or MWBE subcontractor, to the extent needed to meet the goals set forth herein. The Convention Center Authority's DBE Program office requires Contractor to notify the Convention Center Authority immediately of the small business or MWBE subcontractor's inability or unwillingness to perform and provide reasonable documentation related to such. In this situation, the Convention Center Authority will require Contractor to obtain prior approval of the substitute small business or MWBE subcontractor and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

14.6. The provision of the following items shall be part of each individual solicitation response:

14.6.1. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with the Metropolitan Government and/or Convention Center Authority to do business. To review this document, go to [Nashville.gov](http://Nashville.gov) and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

14.6.2. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

Contractor must provide the provided form indicating that Contractor has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

14.6.3. Letter of Intent to Perform as a Subcontractor/Joint Venture



In the event that Contractor proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by both the Contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to the Convention Center Authority by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from the Convention Center Authority.

14.6.4. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subcontractor, supplier and/or joint venturer must be registered online with the Convention Center Authority by the individual solicitation due date.

15. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulations.
16. **Taxes and Licensure.** As, in part, set forth on Exhibit C (Affidavit), Contractor shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.
17. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure the contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this section is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Contractor or subcontractor under the Convention Center Authority contracts.
18. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this section is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Contractor or subcontractor under Convention Center Authority contracts.

19. **Americans with Disabilities Act (ADA)**. Contractor assures the Convention Center Authority that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act (“ADA”) and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
20. **Insurance**. During the term of this contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance, attached as Exhibit D (Insurance Policies and/or Proof of Insurance) shall be required naming the Convention Center Authority as an additional insured.
  - 20.1. General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.
  - 20.2. Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars.
  - 20.3. Worker’s Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer’s Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than the statutory minimum.)
  - 20.4. Such insurance shall:
    - 20.4.1. Contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
    - 20.4.2. For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance as respects the Convention Center Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Convention Center Authority, its officials, officers, employees, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
    - 20.4.3. Automotive Liability Insurance including vehicles owned, hired, and non-owned shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of



automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

20.4.4. Worker's Compensation (if applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

20.4.5. Contractor shall:

20.4.5.1. Prior to commencement of services, furnish the Convention Center Authority with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

President & CEO  
Convention Center Authority for the Government of  
Nashville and Davidson County  
201 Fifth Avenue South  
Nashville, TN 37203

Provide certified copies of endorsements and policies if requested by the Convention Center Authority in lieu of or in addition to certificates of insurance.

20.4.5.2. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

20.4.5.3. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the Convention Center Authority system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Convention Center Authority as a material breach of the contract.

20.4.5.4. Place such insurance with insurer licensed to do business in Tennessee and having A.M.Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Convention Center Authority or the Metropolitan Government's Director of Risk Management Services.

20.4.5.5. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/

Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall file subcontractor's certificates of insurance in the Convention Center Authority's system.

20.4.5.6. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by the Convention Center Authority prior to the commencement of services.

20.4.5.7. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**21. Indemnification and Hold Harmless.**

21.1. Contractor shall indemnify and hold harmless the Convention Center Authority, its officers, agents and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligence of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent Contractors, in connection with the performance of this contract and the services provided hereunder, and, any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

21.2. The Convention Center Authority will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

21.3. Contractor shall pay the Convention Center Authority any expenses incurred because of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

22. **Attorney Fees.** Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event the Convention Center Authority prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for the Convention Center Authority.

23. **Assignment; Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Convention Center Authority. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

24. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

25. **Force Majeure.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this contract by any strike, lockout, or labor dispute not caused by the negligence or breach of such non-performing party or the breach of a labor contract by such non-performing party; the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing party; an act of God; governmental restrictions, regulations or controls not existing as of the execution of this contract; enemy or hostile governmental action; civil commotion, insurrection, fire or other casualty not resulting from the non-performing party's negligence or other actions; or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of the event.
26. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
27. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
28. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
29. **Notices and Designation of Agent for Service of Process.**

All notices to the Convention Center Authority shall be mailed or hand delivered to:

President & CEO  
Convention Center Authority of the Metropolitan Government of  
Nashville and Davidson County  
201 Fifth Avenue South  
Nashville, TN 37203

Notices to Contractor shall be mailed or hand delivered to:

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

30. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Convention Center Authority.

**THE CONVENTION CENTER**  
**AUTHORITY OF THE METROPOLITAN**  
**GOVERNMENT OF NASHVILLE AND**  
**DAVIDSON COUNTY**

**BY:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**CONTRACTOR**

**BY:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and subscribed to before me, a  
Notary Public, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_,  
the \_\_\_\_\_  
of Contractor and duly authorized to execute  
this instrument on Contractor's behalf.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

**Exhibit A**

**Contractor Responsibilities**

**Exhibit B**  
**Compensation and Pricing**



**Exhibit C**

**Affidavit**

State of \_\_\_\_\_

County of \_\_\_\_\_

***Compliance with Laws:*** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Title) \_\_\_\_\_, and that \_\_\_\_\_ is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that \_\_\_\_\_ has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that \_\_\_\_\_ is current on its payment of all applicable gross receipt taxes and personal property taxes.

***Taxes and Licensure:*** Thus, Affiant states that \_\_\_\_\_ has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that \_\_\_\_\_ is current on its payment of all applicable gross receipt taxes and personal property taxes.

***Contingent Fees:*** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that Contractor has not retained anyone in violation of the foregoing.

***Nondiscrimination:*** \_\_\_\_\_, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. \_\_\_\_\_ certifies and warrants it will comply with this policy.

***And Further Affiant Sayeth Not:***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Exhibit D**

**Insurance Policies and/or Proof of Insurance**

*[to be attached]*

**Exhibit E**

**SMWBE Approval Letters/Certifications**

*[to be attached]*